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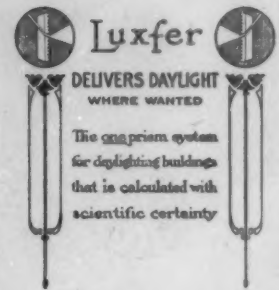
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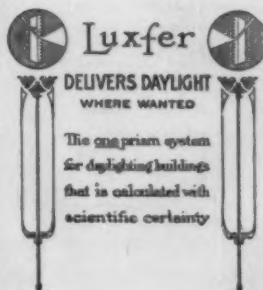
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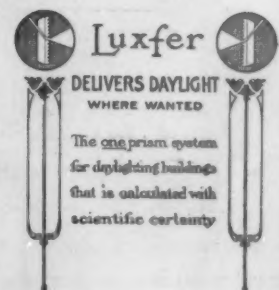
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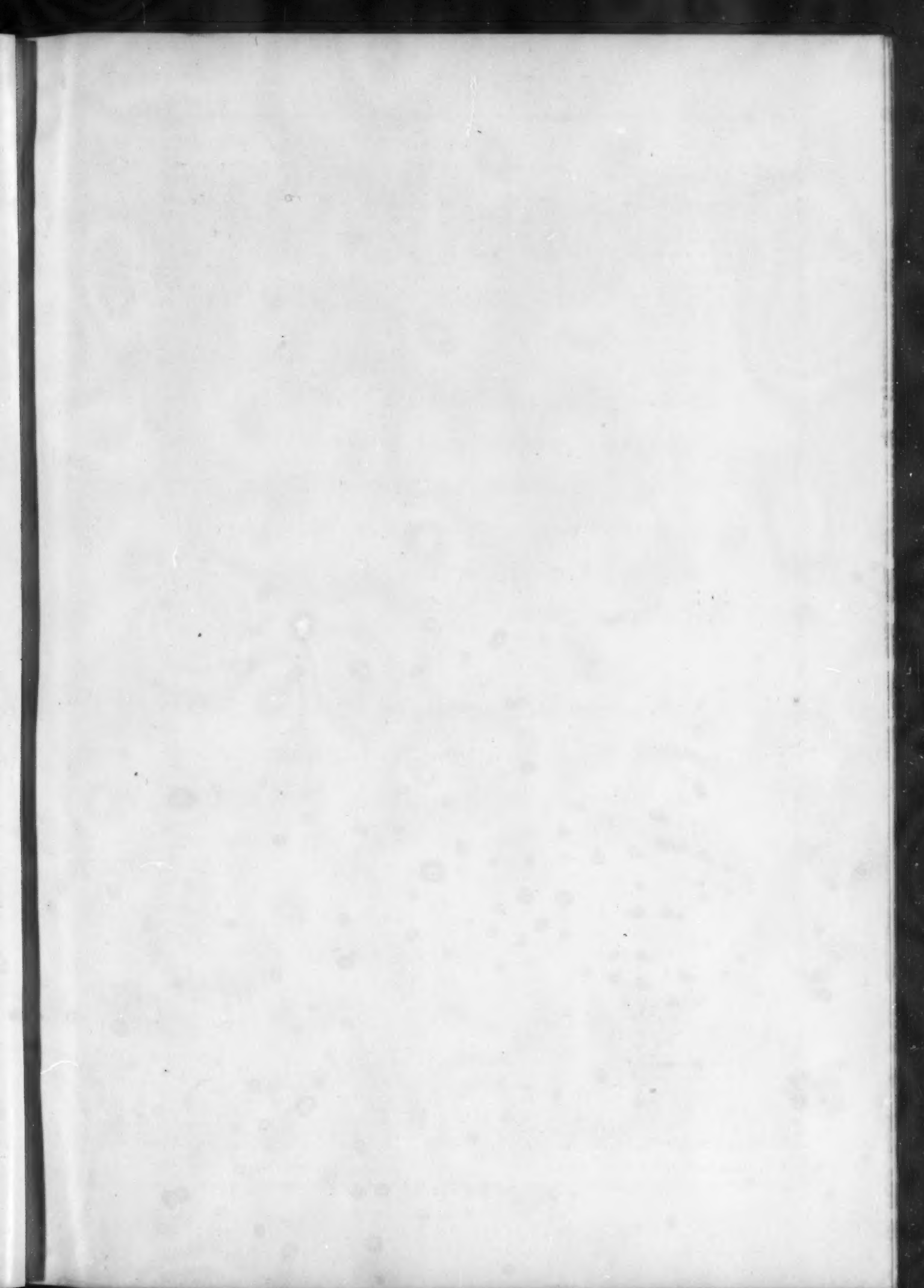


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VOL. XCVII

WEDNESDAY, JANUARY 5, 1910

No. 1776



The House and Its Environment—Part I*

By ARTHUR G. BEIN

Illustrated by Views of House and Gardens of Mr. W. E. Hering, Abington, Pa., Mr. Oswald C. Hering, Architect.

THE large amount of garden literature that has appeared in recent years, both as magazine articles and as whole books, is a comforting indication that the house of the future is likely to have an *appropriate* garden. For too many years past, the garden as a proper adjunct to the house and relating to it as well as to the surrounding country, was either not considered, or when considered, was treated quite independently of the house and left to the caprice of the owner or the local "florist." As a result many a house could show plenty of "grounds" but to an artistic eye, no garden.

"Who loves his garden still his Eden keeps," wrote a poet. Most of the poets, and for that matter many men who wrote sterner stuff than poetry have variously recorded their affection for their gardens. That delightful old gossip, Evelyn, had a passion for horticulture, and stops often from scandalmongering in his diary to tell of his own garden and of those he "vissited," in France, Italy and Germany. It was after seeing Italy no doubt, that he formed terraces back of his house at Wotton and planted rows of pines along the walk, "for

pine improved the air by its odoriferous and balsamical emissions."

The twisted cantankerous little Alexander Pope delighted in his garden, too, and when he was forced to tolerate the passing of a public road through the middle of it, he connected the two parts by a tunnel which took the form of a beautiful grotto. This was his favorite retreat and here he received his distinguished visitors and described the occasions by the immortal line—a "Feast of Reason and Flow of Soul."

What the medieval gardens of our English ancestors looked like we scarcely know, though little glimpses of beautiful places appear in an occasional oil painting or fresco—perhaps the old "places for dancing." It is so natural to accept garden as the anglicized form for *jardin* that it comes as a surprise to learn that it is the same word as yard preserved in orchard formerly *ortyard* or vegetable yard, which, say the philologists, is all pure Teutonic. In its gothic form of yard it meant a place for dancing. Oddly enough the latin *hortus* and the greek *khortos* meant the same. Pliny tells us that *hortus* was used in the sense of a farm; we may suppose, therefore, that in the good old days the farmer danced while nature did all the rest.

* This is the first of a series of articles on the Setting of the House. Mr. Bein's article will be concluded in February and will be followed by similar papers on landscape gardening.



English gardens, as we understand the term, are mainly lawns and flower beds—Italian gardens have almost no lawns and few flowers; for without the moist climate of England and the topography that permits of great level grass-covered stretches, turf grows sparingly in Italy and, when coaxed into existence must be made much of. It is to be expected then that the English garden should incline toward natural picturesqueness, that it should be an expansion of field, meadow and hedgerow. The earliest British garden was a *leac-tun*, a place for growing leeks, the favorite variety of which was the “gar-leac,” garden leak, as delectable a fruit in the British Isle long ago as it is in Sardinia today. Garlic was in fact a primitive necessity to the Britons and its cultivation was the forerunner of the English vegetable garden so indispensable on any English estate to-day.

Italian gardens incline toward monumental conventionality, “an extravagance of regularity.” The earliest gardens of Italy surrounding Roman villas described by Pliny the Younger and in the letters of Cicero, are as far as possible the opposite of nature. In contrast with the surrounding country everything in them was arranged symmetrically and every tree was clipped in queer animal shape—a custom revived centuries later by the Dutch. At the back of the house, which was the main part of the garden, a special avenue with paths branching off it formed the initial of the owner and architect, a custom followed in England in the Tudor period. In those Roman gardens with their circular race tracks, embankments, fountains and clipping, can be seen the prototype of the Italian garden of the Renaissance.

When the Italian Renaissance reached England it had a marked influence on English gardening as well as architecture. Garden ideas from Italy, France and Holland (when they were not merely imitations as in places that aimed at grandeur) simply blended with already existing native work and produced the “English Garden.” This, like the architecture of the day, had in time its period of decadence, when the charm of simplicity was lost, and paths and planting and plastic accessories were overdone and became botanical and geometrical *tours de force* rather than pleasant out-of-door adjuncts to the house.

Those English colonists who came to kindly Virginia and, sooner than the New England settlers, prospered to a point where they could imitate some of the luxuries of the mother country, paid prompt attention to their gardens. The builders of the old Southern mansions considered not merely the house but the distribution of the various portions of ground around it, making house and garden a complete work. They recalled, for their inspiration, those earlier English gardens that were a simple adaptation of nature, with just enough formal treatment in the part adjacent to the house to link the two together in feeling. Modifying these memories by the conditions of their new life they produced what we might term the colonial gardens. Examples of these may be seen plentifully in the South to-day; and a few in the North.

A characteristic southern place is Magnolia on the Ashley, laid out in 1750 by Michaux, a celebrated landscape gardener who was associated with several early American estates. Other specimens of his work may be

seen in and around Charleston, and he at one time had charge of Sir Wm. Middleton's gardens at Shrubland in Suffolk which are even to-day considered among the most beautiful in England. The Ashley River garden, still in perfect preservation, is visited annually by many tourists; but its glory is due less to man than to nature, for nature displays such wonderful prodigality in this almost tropical region, that beyond the laying out of the walks, little lakes, the building of walls, courts, and arbors, no other architectural accessories were needed.

The place of course abounds in jasmine; but its most picturesque feature is the azaleas—crimson and pink, blue and purple, with an occasional pure white bush. Then there are six acres of camelias, the show flower of the South Carolina lowlands, white, pink and mottled; and though scentless, these vast clusters of cone-shaped bushes are a vision that, like Wordsworth's famous "never-ending line" of daffodils, will ever after flash upon "that inward eye." Next in season and making the air heavy with fragrance, are the magnolias reflected, along with their cool green waxy leaves, in every piece of water around.

We cannot in our colder climate repeat all this botanical luxuriance; but the planting of acres with one flower offers a valuable suggestion, one that has been profited by in the well-known Bernardsville estate of Round Top. The woods there are open to the public and, driving through them, the visitor is ever catching unexpected glimpses of the *two acres of petunias* that lie between the hill and the house.

One of the finest old gardens in the North is that of the Hamilton house on the Piscataqua River, Maine. It was laid out in 1778 by Col. Hamilton, who fashioned it, in plan rather than in the matter of horticulture, after a garden he knew in Virginia. Nothing could be better suited to the simple wooden house it adjoins; no introduction of brick or stone to mark off the various plots, but high privet hedges whose vertical banks of solid



green have a quiet sympathy with the white-and-green framed house. Extensive wooden lattice work across the front and ends of the house to support the mass of vines and ramblers, further links building and grounds in one coherent unit. There are no gravel or flagged walks, but grass paths with frequent flat stepping stones that do service before the sun has banished the morning dew. All these green paths are accentuated by hedges; and, being in straight lines, seem to lead to the house (not away from it); and seeming to avoid contact with it as is invariably the effect of tortuous winding paths in a small place. The intersections of these straight paths repeat the square unpretentious character of the house. The flower beds, with so much rich green everywhere to modify them, are a riot of brilliant coloring—sweet William, holly-hocks, peonies, phlox, larkspur and other familiar flowers—descendants of those planted there 140 years ago. No wonder this place, so well adapted to the simple needs of real lovers of the country was declared by Henry James (long accustomed to Europe's conscious efforts for effect) to be the finest garden he had ever seen. While unquestionably age has greatly enhanced its charm, one who wishes to use this scheme need not despair of catching much of the same loveliness in a modern garden.

Those who bemoan our ceaseless imitations of foreign styles in architecture cry desperately, "To be sure, we *had* colonial but what have we done to develop it?" These disappointed gentlemen might see, if they looked, that in the last decade which has witnessed such pronounced improvement in our suburban architecture, the colonial came in for a large share of attention; and as the claims of the garden were also heard in this effort for better things, the architect has been designing colonial gardens as well as houses. Not the least recommendation the colonial offers is its economy. Like other ideas derived from English sources it was not luxuriously expensive to lay out or to maintain.





It might be pertinent to remark here that this latter item, the annual cost of maintaining the garden, is frequently lost sight of in the elaborate schemes of the landscape architect or in the ambitious fancies of the owner himself. Often a client who wants only a \$15,000 house, because anything more pretentious he cannot afford to keep up, inconsistently asks for a garden arrangement that would require the hiring of a whole force of experts to do it justice. It was just this same failure to look ahead and question whether the necessary money would be forthcoming to maintain the grandiose schemes of Le Notre, the Mollets, Olivier de Serres, or Bernard Palissy, that has filled France with abandoned gardens whose magnitude and elaborateness rendered them impracticable to keep up. With the thrifty builders of England's old mansions no such lack of foresight prevailed. A nobleman's garden was commensurate not merely with his own income but with that of his heir; thus, no portion of it was destined to eventually fall into neglect. Even the most prosperous American home builder may well follow this example and keep in mind that the colonial garden is not merely comparatively inexpensive in its initial cost but also in annual maintenance.

Simplicity is the root of its charm; any attempt to initiate in its relatively small enclosure, the long vistas and great expanses that belong to a park would be folly, so its area may be freely broken up with flower-beds. Besides the indiscriminate massing of flower-bearing shrubs and tall plants, the Dutch carpet flower-bed is effective; and for the ultra artistic, a single color may be chosen for portion of the garden, gradation of tone being secured by the careful selection of flowers. The color chosen should be repeated on the house, possibly in window draperies. This, of all arrangements, gives the most quiet restful effect, and needs only somewhere a simple inexpensive tea-house covered with wistaria to convert our American garden into a Japanese print.

Besides the garden that, large or small, is full of flowers, and where the sun-bonnet, weeding fork and sprinkling pot may be seen any morning, there is a more formal type where everything in the immediate vicinity

of the house is all green—great expanses of greenswards, dotted here and there with large, compact clumps of rhododendron, carefully clipped, and marked off by solid hedges with gravel walks between. The broad, formal driveway leading to the main entrance has a row of tall elms or poplars on each side. There are several attractive ways of mitigating the severity of this "garden without flowers." Just outside the poplars might be a row of shrubs which instead of following the straight line of the trees and the edge of the road, would be planted so as to describe a waving line; or in masses whose tops are clipped in semi-circles as are planted the rhododendrons along the drive to King Victor Emmanuel's palace at Caserta. Another scheme is to have clusters of birch trees, or of silver poplar or copper beech, rising from that point of the lawn where the decorative value of their characteristic shape and color can be best appreciated. A sun-dial can be effectively used, and the crowning feature of this garden of green might be a large bronze statue or group with an avenue of trees leading to it, and seats and shrubs around; this on axis with the living room makes in itself a complete small garden.

So much for the house and its environment when the precedent is the early work done in the South or New England where English taste was paramount. But simultaneously with this early work the Dutch in and around New York were giving the wild new country a domestic aspect according to *their* traditions. They began building their town houses with bricks when they could afford it, as their ancestors had built, and their *bouwerij* house of either brick or wood. As it was difficult to get beams long enough to repeat the exaggerated sweep of the Dutch roof, they broke the slant with an obtuse angle and produced the gambrel roof.

Staten Island, Long Island, New Jersey and the Valley of the Hudson are fairly dotted with just such semi-classic Dutch farm houses, which are of a quaint type that is peculiarly adapted to modern work. Though essentially *bourgeois* in character it has even been made, and not unsuccessfully, to expand into the *sumptuous* in some of the Hudson River residences. These have great columnar porticos and flanking wings that are not out of place in the bold scale of their surroundings. But, fortunately for the picturesque, it is the simpler quieter perpetuation of Dutch traditions that most appeals. Here the garden would have brick walks, a brick well-house, an occasional bit of topiary work (ornamental clipping) introduced from Holland, and unlimited variety of flowers, from the tulips of early spring to the homely old-fashioned zenia that blooms in the very teeth of winter.

Beyond this there is not much to say about Dutch gardens. Those around the little villas outside Amsterdam or The Hague have a certain charm, especially where a small canal runs through them; but the more elaborate ones are without art. It is strange that these people, second to none in their love of flowers, and

whose horticultural societies give magnificent displays annually in the principal cities, should never have excelled as gardeners, and should have carried their clever ornamental clipping often to the point of caricature.

Not only does the modest house not call for an elaborate garden, but the rule works both ways. Among the much admired English mansions famous for their gardens (I am not speaking of places that are almost French or Italian), it is surprising to find how many houses there are that stripped of their clinging vines and projecting trellises would stand as four simple straight walls, offering no architectural interest beyond good proportions and the happy clustering of highly decorative casement windows or a few good chimneys. Wise, sympathetic planting did the rest.

While admitting the improved treatment which house and garden as a unit have lately been receiving one must confess that even in the most inexpensive schemes the natural advantages offered are generally not sufficiently profited by. These may often need long study before the style of house and garden is determined upon, and having been the keynote to which the work conformed, they should be utilized to their uttermost. I have in mind a house built recently on the Redding Ridge of Connecticut, where the smooth-topped hills, spotted here and there with upright cedars and clumps of bay trees, and the view across a rivered valley suggested at once the cypress-dotted slopes around Fiesole. So the villa was Italian, and except for the steps built in the two house-terraces, the path falling with the grade to a replica of a Bargello fountain, and the removal of one tree to a spot along the drive where it was symmetrical with another—nothing else was done to convert this bit of nature's planting into an Italian garden. This is only one instance of enormous expense saved by taking the good the gods allow and studying how it may serve the owner's pocket and the architect's fame. To have allowed a client to build on such a site an English half-timber baronial house (desired, as likely as not because he had picked up in England some bits of Elizabethan or Jacobean wainscotting), and to have attempted to reconstruct this pine and bay tree slope into the semblance of an English park would have been both a perversion of nature and a wicked waste of wealth.

"First follow nature
and your judgment
frame,
By her just standard
which is still the
same."

This might be an apt quotation for the man looking about for a site. Where nature shows pronounced characteristics like those described at Redding, all that remains is to assist

her—never to thwart her. The moment one tries reconstructing her the expense is enormous and unless a Le Notre shall come to earth again, always doubtful; Le Notre seemed to glory in thwarting nature; if a place were flat, he could not rest till he terraced it; and where nature called aloud for terraces he leveled her; waters were drained and dry spots converted into lakes. Such methods meant enormous funds at his command and were the concomitants of the vast pretentious palaces of Louis XIV.'s time. But to-day, even where American millions are back of a garden scheme, it would be absurd to forget that the surrounding country is as much to the garden as the garden is to the house.

But far more often than Italian backgrounds do our Eastern states afford an admirable setting for a piece of English architecture. How frequently one hears the exclamation, "How unlike an English landscape this is!" the words referring to undulating country with stretches of daisy-spotted fields or pasture land and splendid old wide-spreading trees—the sort of thing especially characteristic of Essex and Somerset. Here, rather than in an environment foreign to its original, would be the chance to reproduce an Elizabethan house. Such country is found around Philadelphia. At Chestnut Hill, Bryn Mawr, Wynnewood, Abington (at which place is situated one of the houses illustrated), there are winding lanes, stately shade trees, vine-covered walls, brooks through meadows and undulating horizon, making a setting in which certain Philadelphia and New York architects have created some unsurpassed estates (not merely houses) that follow well-known English precedents.

Similar opportunities are afforded around New York as in Morristown, N. J., and at Greenwich, Conn., but far less frequently than around Philadelphia or Boston. In this latter city fidelity to tradition is as much a factor in determining the style of architecture as is the character of the landscape; for in no other city have both client and architect a more decided *penchant* for the style of their English ancestors. The result is that the suburbs of Boston, Brookline, Beverley, Wenham, etc., all suggest without actually repeating, rural Eng-

land. They represent, along with the places already mentioned, some of the few American residential districts where one is not disturbed by a heterogeneous jumble of architectural styles. This consistency is a much to be commended feature, and repays the care necessary to its accomplishment.

(To be continued)





AN EARLY ENGLISH RENAISSANCE ROOM

The Art and Practice of Consistent Forms of Decorative Treatment

The illustrations accompanying this article are from Lenygon's *Decoration and Furniture*, and are reproduced by permission of Messrs. Charles Scribner's Sons, Publishers

PERHAPS, when all is summed up, the interior of the house is the surest index to the character of its occupant. While occupants may proceed with the best intentions to supply their lares and penates, the lack of artistic perception and education or the important subject of decoration and furniture will certainly lead to incongruities that naturally are not apparent to their possessors, but are sources of annoyance to the truer perceptions of the better informed.

These facts are insistently brought to the architect in many ways, and on numerous occasions. The house he has labored to make an artistic and consistent work is many times spoiled by his client's lack of appreciation of the entities that should govern its furnishing.

It is a wise client who, appreciating his shortcomings,

avails of the architect's education and experience in the decoration of his house. But the architect, generally a busy man, finds the exactions of the major details of his work absorbs his time, and while he may, and probably does, realize the necessity for familiarity with the better forms of furniture and decoration, old and new, he finds the field of research so broad that he cannot hope to cover it.

It is in this direction that this department seeks to be of assistance to the architect. To present for his information from month to month, the best that is being accomplished in the decorative arts. To offer such illustrations and articles as will aid him to keep abreast of modern methods without the study of many books and periodicals and the expenditure of much time. Yet,

in books, when well selected, and it shall be our purpose to help him in this selection, much of his knowledge of decoration and furnishing will be acquired.

Among the books that are standard aids to the study of good art in the home, is one recently imported by Messrs. Charles Scribner's Sons, New York.*

While this work treats of the decoration and furniture of English houses of a stated period, it is these very examples that set a standard of style, the departure from which may be viewed with some misgivings.

When we speak of decoration and furniture, let it be understood that it is meant to embrace the treatment of walls, of ceilings, of floors and of furniture—in short, the development of the whole scheme of interior decoration of the house.

To define the canons of good decorative treatment, the laws and regulations that govern the embellishment of the interior of our houses, is a difficult thing to do.

These canons may be said to be the laws evolved after

* The Decoration and Furniture of English Mansions during the Seventeenth and Eighteenth Centuries. By Francis Lenygon. Full cloth, 204 pp., 9 1/4 x 13 1/2 inches, price \$10.00 net. New York, Charles Scribner's Sons. London, T. Werner Laurie.

the refining and selective result of intelligent criticism. In every period of styles or usage there are always more or less incongruous elements grouped around a certain measure of good. With time and usage these undesirable features become lost, but the essence remains, about which is grouped the tried and approved elements of other periods.

It is thus we evolve what are termed canons of good taste. While the word "taste" is generally applied and used to designate the possession of correct ideas in different phases of art, it seems to us an indifferent word to denote that one knows the canons that govern artistic criticism.

The fundamental principle of interior decoration and furnishing is consistency.

One might visit a large furniture salesroom, where every piece was either an original design that stands the test of strictest criticism, or else a copy of some standard piece, yet we would not designate the display as a whole as an artistic one. There would be no consistency no matter how good each individual piece might be, the juxtaposition of jarring periods of design would mar the whole affect. Every architect knows



STAIRCASE IN THE STYLE OF SIR CHRISTOPHER WREN



CHAIR, EARLY WREN PERIOD

this, and has had it brought home to him during the years he has been in practice, by many instances where tenants with a long purse and short knowledge of the subject have ruined an otherwise good interior by inconsistencies of selection.

If, as is universally acknowledged, the building should in some measure indicate its purpose, it can be stated as equally true that the style of the interior should follow as far as possible the character of the exterior.

As a first example, let us suppose that the architect has designed a country house along the lines of the early English renaissance.

Here one looks to find the dignified and often stately interior that pertains to that period. He will build in the plaster decorated ceilings, or else a beamed and patterned one.

The cornices, mantels and the furniture will all receive much carved decoration. The walls covered with tapestries or some decorative material that will simulate a tapestry effect, and the floors of hard wood, their smoothly waxed and polished surfaces protected along the lanes of greatest travel by well-selected rugs. The character of furniture in keeping with the architecture is at once indicated.

During this renaissance period, women of every degree, from the queen on the throne to the peasant, busied themselves with needlework.

A time when education was confined to the clergy and a few earnest students among the laity, it was the custom for the lady of the house to gather about her her female guests and maid servants, and, while each

busied themselves with their needlework listen to the reading of some book by the chaplain of the house.

All over England, where the old country houses have remained in the custody of one family, we may find the finest examples of this needlework. On the walls, where time has softened the original vividness of colors to the most beautiful of greys; on the bed hangings and draperies, and on the upholstering of the furniture of the rooms used for formal occasions.

The skill of the modern craftsman has enabled him to duplicate many of the best known examples of this early English embroidery and tapestry so that the architect may find fabrics that will lend themselves to a duplication of effects that were considered the best canons of taste of this period.

In like manner has the furniture maker and the designer produced replicas that will enable the architect at a moderate outlay of money to effect a result that will convey every good feature of consistent decoration and furnishing to complete the interior of his English renaissance house.

If one bears in mind that this period of decoration was reached through the Italian influence that pervaded architecture in England, commencing near the close of the reign of Henry VII, and continuing through that of his successor, it will be easy to reconcile much of that elaborate form of ornament that is characteristic of the English renaissance.

It is the result of that always happy combination of different temperaments. We have here, as a basis, the unemotional, solid characteristics of English temperament, as shown in the architecture and decoration of



CHAIR, PERIOD OF WILLIAM KENT



A XVI CENTURY FLEMISH TAPESTRY

the early Tudor period, to which is added the volatile touch of the Italian artist, whose master hand added the necessary refinement to create a beautiful result.

Following this so-called period of the English renaissance, we have that of Inigo Jones, who died in 1652. Political changes in England had much to do with the changes of style, the up springing of men whose work created periods of style, as their patronage by parties in power enabled them to give free rein to the genius that was latent in them.

So, that contemporaneous with the return to England of the exiled Charles II, we find the beginning of the period of Christopher Wren and that master wood carver, Grinling Gibbons.

This fortunate combination of the talents of a great architect with a great designer of ornament has left to posterity a multitude of examples of the finest effects extant in interior decoration and furnishing.

While the art of architecture may be truly said to have suffered for encouragement under the early Georges, much of the indifferent work executed at that time was, as far as the interiors are concerned, redeemed by the work of William Kent. His was a versatile genius. To quote Mr. Travis Lanyon, whose book forms the basis of this article: "Kent attained a great reputation as architect, sculptor, painter, decorator, furniture designer and landscape gardener." As Walpole relates: "He was not only consulted for furniture, frames of pictures, glass, tables, chairs, etc., but for plate, for a barge and for a cradle, and so impetuous was fashions that two great ladies prevailed on him to make designs for their birthday gowns." We quote this at some length, as outlining the very position we believe the modern architect should occupy in the moulding and conserving of good tenets of art, not only in the exterior of the house, but everything that necessarily goes

to make up the artistic fabric of our daily lives.

Following William Kent and approaching the latter half of the XVIII Century, a new school in the designing of furniture was founded by the brothers Adams. Following along the lines of versatility shown by William Kent, they accepted the theory that furniture and decorations should form parts of the complete design of the house, and several mansions were designed and completely furnished by them to the best detail, even to articles of domestic utility.

It would, therefore, seem to be apparent that the periods of William Kent and the Adams brothers were the periods when the architects assumed the true functions of their art, and from which they have been gradually removed by the commercialism and cheap art (so-called) of later periods. But, fortunately, the education in art and the growing appreciation of the masses has awakened a sense of our artistic shortcomings. The craftsman and the designer are daily producing results that will in the end transform our homes, and when guided by the advice of the architect, make it impossible for any lodgement of inartistic material.

Closely following the Adams period, and in some instances almost contemporaneous, were the periods that produced such master artist craftsmen as Ince and Mayhew Manwaring, Heppelwhite and Sheraton.

The illustrations presented herewith, from *The Decoration and Furniture of English Mansions*, by Francis Lanyon, are reproduced by permission of Messrs. Charles Scribner's Sons of this city, importers of the work. They present examples of the various periods referred to in this article. Subsequent articles in this department will deal with stated periods of decorative art, and will be illustrated not only by antique examples but the best modern ones as well, thus presenting the newest and best designs in furniture and decoration.

Forty-third Annual Convention

American Institute of Architects, Washington, D.C., December 14, 15 and 16, 1909

SUMMARY OF SECOND DAY'S PROCEEDINGS. (Morning Session)

Convention called to order, President Gilbert in the chair.

Reports of various committees appointed during first day's proceedings were then presented.

Mr. Pond then presented the amendments proposed by the committee of the Board of Directors to the Circular of Advice, relating to the Principles of Professional Practice and the Canons of Ethics. (See page 273, AMERICAN ARCHITECT, issue of December 22, 1909.)

On motion, duly seconded, the convention voted to receive the Report of the Committee.

MR. POND: Before reading these amendments, I will say one of the first of them, and the most important, simply omits a sentence and avoids a discussion on a very much debated point. It does not commit the Institute one way or the other. The second one meets the objection made from many directions that the statement made might be employed again to the disadvantage of the Institute, and that further thought should be given before such a phrase is put in. If you have in your hands the documents giving the principles or amendments which are as follows: First, the omission of the last sentence in principle No. 1, namely, the last sentence in paragraph 1 of the first principles, "The architect should not, without authority, assume to act as the owner's agent." This omitted to avoid discussions on this debated point. The omission does not commit the Institute in this document to one side or the other of that debated subject. The omission of the third sentence in principle No. 2. The third sentence reads: "If, on the basis of approved preliminary sketches and specifications, definite expenditure has been mutually determined, the architect should bring his working drawings and specifications to meet such cost, provided that the client has requested no departure from the original basis of estimate, and that conditions beyond the architect's control have not arisen."

(c) "The modification of principle No. 11 to read as follows: "on offering services gratuitously." The paragraph as proposed by the original committee reads: "The offering of professional services on approval and without compensation, unless warranted by personal previous business relations, tends to lower the dignity of standing of the profession, and is to be condemned." I think we all of us agree that the principle here set forth, that the question being whether there is or is not an ambiguity in it, and in discussion last evening your committee decided to obviate any possibility of ambiguity by inserting the following phrase: "Seeking out of a possible client and the offering of professional services on approval, without compensation." In other words, that it does not approve of this situation: Suppose a member of some charitable organization comes to you and says, "We desire to raise money for a certain purpose to build a building. We desire a sketch of the plans and a sketch of the perspective to aid us in raising the money. If we get the money, you shall get the job. Will you do this?" etc. And we all of us do that sort of thing regularly, not because of competing with anybody else, but because we wish to further the interest of these people so that they may become our clients, if anybody's clients. It was thought that practice of that sort might come under the ban of the Institute by the amendment first proposed. The amendment now reads: "The seeking out of a possible client, the offering of professional services on approval without compensation."

The modification of principle 12, as follows: "Paid advertising tends to lower the dignity of the profession." There appears to be a good deal of discussion as to whether all forms of advertising, business cards, etc., are *ipso facto* objectionable and undignified, and the charge is often made that architects do not advertise, but seek advertising through professional journals that praise their work or publish gratuitously the photographs or drawings. That is not logically advertising,

and it cannot claim fairly to be, but it was to meet that that the word "paid" was inserted.

The amendment of principle 16, by the insertion of the words after "at law." I will read it as it would be amended: "Principle 16. An architect should not undertake a commission while the just claim of a fellow architect, who had previously undertaken it, remains unsatisfied, unless such claim has been referred to arbitration or issue has been joined at law; or unless the architect previously employed neglects to press his claim legally; nor should he attempt to supplant the fellow architect after definite steps have been taken towards his employment." We might have a situation in which the architect whose services have been discontinued, instead of appealing to arbitration or to law, simply set back and waited, and under the application of principle 16 no one who had with justice discharged an architect for inefficiency or corrupt practice would be stopped from employing a new architect, and the whole thing would stand still. There should be a time when it was proper to go ahead, and we have therefore recommended the insertion of the phrase, "Or unless the architect previously employed neglects to press his claim legally."

The amendment of principle 17 by the insertion after "should," in the first line, of the words, "as far as practicable," making the sentence read: "The architect should, as far as practicable, advise and assist those who intend making architecture their career." The point involved is of small importance, but the question was raised by one of the members that in an office employing anywhere from 40 to 200 men, personal talk with the men was practically out of the question under the conditions of modern architecture, and that one would do it if he could as far as possible, but nobody would say that he would or could look after individual draftsmen, whose faces he may not even know.

The amendment of paragraph 19 by the omission of the last sentence and the insertion of a sentence: "Such qualifications alone justify the assumption of the title of architect." The feeling of your committee was that obvious reasons were somewhat blind, open to unnecessary debate, and that a flat-footed assertion was ample and better. The public has the right to expect that he who bears the title of architect has the knowledge and ability needed for the proper invention, illustration and supervision of all building operations which he may undertake. "Such qualifications alone justify the assumption of the title of architect."

An amendment, in conformity to the above amendment, of No. 4 of the Canons of Ethics to read: "To pay for advertising."

The amendment of No. 10 to insert the lines previously referred to after "at law," "or unless the architect previously employed neglects to press his claim legally." Your committee is of the opinion that the Board of Directors and its committee have done admirable work in formulating these principles, and the Canons consequent upon them, and it has undertaken in these amendments merely to remove a few ambiguities and to remove one or two mooted and troublesome questions.

Turning now to another point, as to the qualification of members, your committee recommends the adoption by the convention of the following resolutions, suggested by the Board of Directors: "Be it resolved, that the Board of Directors be and they are hereby instructed to present for the consideration of the next convention such amendments to the constitution and by-laws as will assign to associate members a more satisfactory name, and will establish a more reasonable distinction between honorary and corresponding members."

There are, Mr. President, other matters in connection with the Board of Directors which might properly be dealt with by this committee, but which are being dealt with by the Commit-

tee on the Report of the Address of the President, in part by the reports of the Committee on Standing Committees, and in part by the reports of Special Committees, and are therefore not referred to and duplicated here.

PRESIDENT: The report of the committee has been presented. What is your pleasure? That the report be received?

A DELEGATE (prompting): Accepted?

PRESIDENT: Accepted. If accepted, you adopt the report as presented; if received, it is open for further discussion.

A DELEGATE: I move its acceptance.

MR. KOHN: I move that we merely receive it.

PRESIDENT: That kills off further discussion. The amendment was duly seconded.

MR. DAY: The report appears to contain two matters which need action by the convention. The first is the Canons of Ethics, the second the Resolution Relative to a Change in the Name of Members. In regard to the first, namely, the Circular of Advice relative to Principles of Professional Practice, we are not authorized to speak on behalf of the Board, which has had no opportunity to consider the reports of Mr. Pond's committee. I am, however, authorized to speak on behalf of the Judiciary Committee, the committee which was immediately charged with the preparation of these Principles and Canons. The amendment proposed by the committee appeared to the Judiciary Committee to be wise and advisable, and I therefore move the adoption of the Circular of Advice relative to Principles of Professional Practice and the Canons of Professional Ethics, as amended by the report of the Committee on the Report of the Board.

The motion was duly seconded.

PRESIDENT: You have heard Mr. Day's motion. I will ask Mr. Day's consent, in order to progress the business along the lines of the different programs, would it not be wise to ask Mr. Pond to bring up each of the motions in the order of their report? Are there any further remarks?

MR. LITCHFIELD: I rise to a point of information. In paragraph 16, or article 16, with respect to undertaking the work of others: "An architect should not undertake a commission while the just claim of a fellow architect, who had previously undertaken it, remains unsatisfied, unless such claim has been referred to arbitration." I would like to ask the chairman of that committee to suppose an instance where an architect has a certain commission, and that his claim to it has been referred to arbitration. Is it correct for another architect to undertake the same commission until the arbitration shall be determined? Instances have occurred in the past where important commissions were at stake, where an issue was joined by the matter referred to arbitration and the work undertaken by a third or second architect before the arbitration was complete.

MR. DAY: The committee felt and the board itself felt that if the thing had gotten into condition where arbitration was necessary, the client and his architect were quite too far apart ever to hope to join them together, and the mere fact that they had joined issue at arbitration ought to liberate the whole procedure, so that another architect could be employed. The owner will have to pay, in any case, whatever damages are arrived at, to the architect by means of this arbitration, and there seems no particular point in holding up the procedure until the arbitration has finally been settled.

MR. IRVING POND: This architect shall still remain the architect of the client, but as to whether the architect shall be paid is the question.

MR. KOHN: Some of us feel that the addition of the words "to pay" for advertising is unwise.

PRESIDENT: That is not the same point—that is another section. That is article 4 of the Canons of Ethics.

MR. CULLETT: Before you finish this would it not be wise to take them up section by section?

PRESIDENT: A motion to that effect if adopted by the convention would make it the necessary order. Otherwise the motion is to adopt the whole, and that motion has been seconded.

MR. WAID: I move that the chair put the motion on each section without any further motion.

PRESIDENT: Then you must move to amend the motion that is now before the house. Or you must vote it down—I do not desire to steer the convention.

MR. WAID: I move in substitution that we adopt the motion

by taking a vote on each section and then on the report as a whole without any further motion.

The motion was seconded.

MR. DAY: Not in the least wishing to cut off debate upon this subject, it gives me a great deal of pleasure to accept the proposed amendment, at the same time moving that we go into a committee as a whole. If we are going to consider this paragraph by paragraph, it is obviously right that we should consider ourselves in committee of the whole, and I therefore move, if Mr. Waide will withdraw his motion and offer a new motion, that the convention do now resolve itself into a Committee of the Whole for the consideration of the Principles of Practice and Canons of Ethics.

MR. BOYD then, on motion, duly seconded, assumed the chair as chairman of the Committee of the Whole.

It was, on motion, ordered that the report of the Committee on Amendments to the Principles of Professional Practice and Canons of Ethics be taken up item by item.

Item Nos. 1, 2 and 3 were read and approved.

MR. DAY: Item No. 4: "On the Architect's Charges." "The Schedule of Charges of the American Institute of Architects is recognized as a proper minimum of payment. The locality or the nature of work, the equality of service to be rendered, the skill of the practitioner or other circumstances frequently justify a higher charge than that indicated by the Schedule." I move its adoption.

The motion was duly seconded.

PRESIDENT: It is moved and seconded that this be adopted.

MR. PERKINS: I think that some ambiguity can be removed by the insertion of the words "for full services adequately performed" after the word "payment" in the second line.

CHAIRMAN: Do you offer that as an amendment?

MR. PERKINS: I offer that as an amendment largely because this document may reach more of the public than the Schedule, or it may reach some portion of the public which the Schedule does not reach.

MR. GILBERT: Will you state your amendment?

MR. PERKINS: I would make the first sentence read: "The Schedule of Charges of the American Institute of Architects is recognized as a proper minimum of payment for full services adequately performed." Another reason, Mr. Chairman and gentlemen, is that partial services frequently arise from different conditions or locality, and what we may call social organism.

MR. POND: I will suggest that Mr. Perkins amend his amendment by omitting the last word and making it "for full services." That will perhaps cover his point.

MR. GILBERT: I would like to suggest to Mr. Perkins that he also strike out the words of his amendment "for full services" (Laughter), because there are times when the American Institute of Architects provides for services that are not the "full services" required on a building, and I would like to ask Mr. Perkins to do that. If he does not care to do it, I propose to offer an amendment to the amendment that the paragraph—the second sentence of the paragraph be stricken out entirely, and that it should simply read, "The Schedule of Charges of the American Institute of Architects is recognized as a proper minimum of payment." The rest is redundant, unnecessary and an invitation to trade.

CHAIRMAN: We then have before us the question of whether we shall add "for full services." Mr. Perkins, do you wish to press the point of this amendment?

MR. PERKINS: I only wish the Convention's consideration; I do not care to press the point.

CHAIRMAN: Do you make it as a motion then?

MR. POND: I move the adoption of the amendment as agreed.

MR. POST: I do not think we can have any more authoritative statement in regard to the proper charges than the Schedule of Charges itself. I do not think the addition of No. 4 has a grain of weight to the question, one way or the other. I therefore move that the whole paragraph 4 be stricken from this article and this paper.

CHAIRMAN: Do you offer that as an amendment?

MR. POST: I move it as a substitute, sir.

MR. POND: I would like to urge the adoption of this paragraph, Mr. President, upon the very fact that it calls attention of the public and our clients to this schedule, and the pub-

lic may know nothing whatever, as Mr. Perkins said, until this document, which is widely distributed as a public document, gets into their hands and they are prepared for our charges when they have read that paragraph. I think it is of considerable importance.

CHAIRMAN: We will therefore proceed to vote on whether No. 4 shall be adopted.

MR. GILBERT: I rise to point of order. I intended that while I am not supporting Mr. Post's motion to strike out, I believe that his motion to substitute is in order, as a substitution is in effect an amendment.

CHAIRMAN: The Chair is not clear on that point, and will therefore proceed to put the motion that No. 4 be stricken from the list.

MR. POST: I withdraw my motion.

CHAIRMAN: We will then proceed to vote on No. 4.

MR. NIMMONS: I would like to make an inquiry as to whether the committee has considered in reference to this matter of charges the case of where an architect gets an additional compensation for letting the work separately; that is, where he—

MR. DAY (Interrupting): I can answer that on behalf of the committee. This refers to the Schedule of Charges. The Schedule of Charges contains an explicit statement on that subject. Therefore it is covered.

The motion before the house is that No. 4 be adopted without change.

MR. GILBERT: I move to amend the motion as follows: "On the Architect's Charges; refer to the Schedule of Practice and Charges issued by the American Institute of Architects."

The motion was duly seconded.

CHAIRMAN: Is that offered as an amendment, Mr. Gilbert?

MR. GILBERT: "Refer to Schedule of Practice and Charges of the American Institute of Architects."

MR. ATTERBURY: It seems to me the thought which is in here which is very important to maintain and keep is that that Schedule as amended in this circular of advice is spoken of as the proper and customary one; that the client or the layman reading this gets the stamp of that approval before he reads the schedule. It seems to me that Mr. Gilbert's amendment, while it is perfectly proper in one sense, throws out one, that is, that we ought to keep that recognition under this general scheme of advice, that that is a proper minimum schedule.

CHAIRMAN: We will put the question on the amendment.

Sections 6, 7, 8, 9, 10 and 11 were then read as amended and approved by the convention.

MR. DAY (Reading): 12. "On Advertising: Advertising tends to lower the dignity of the profession"; changing "standard" to "dignity," submitting "and is therefore condemned."

MR. GILBERT: Does that mean that an architect is not to pay his advertising bills? (Laughter.)

CHAIRMAN: Is there a motion to adopt this amendment?

MR. POND: The amendment "Paid Advertising tends to lower the dignity of the profession."

CHAIRMAN: You have heard the amendment.

MR. ATTERBURY: I think "paid" limits "advertising" much too much. I think advertising of any kind, whether paid or unpaid—I think public advertising might be a better substitution.

A DELEGATE: I would offer it as an amendment to the amendment—substitution of the word "public" instead of "paid advertising."

MR. MAGONIGLE: All advertising is public in its nature, or it is not advertising.

MR. CULLETT: I think the word "paid" is ill advised; the architects could exchange services. That would not be paying money.

A DELEGATE: I would suggest the use of the words "commercial advertising."

MR. BRIGGS: Mr. Chairman, I move that advertising of any kind—that would cover the whole matter.

MR. LAFARGE: Mr. Chairman, it seems to me very ill advised for us to attempt to limit in any way whatever what we here designate as "advertising." The moment you get to any sort of special characterization of it it loses its force in one way or another. What you want to stop is any adver-

tising by architects. The moment you limit the kind of advertising you open the door to all kinds of advertising.

MR. DAY: The committee has given very careful consideration to this matter in framing its sentence, and I feel just as Mr. LaFarge has described. The question of permitting our own works to be published in technical journals is by certain persons held to be advertising. Of course, that is absurd, but that goes all the way down to sticking signs on one's building, but the committee thought the simple word "advertising" was the right name; the Institute was competent to deal with such things if it wanted to.

CHAIRMAN: The motion before the house is upon the amendment of No. 12.

MR. LAFARGE: I move as an amendment that the paragraph be adopted as printed, with the word "standard" changed to "dignity."

The motion was seconded.

PRESIDENT: We will now proceed to a vote on the amendment.

MR. GILBERT: I would like to inquire on one point there that has been raised, whether the publication of pictures of buildings, which appear with advertising matter issued by these various contracting and material supplies concerns—a very common practice, with which we are not concerned particularly and cannot perhaps prevent—would come under this ban. I am not interested in it at all. The question has been raised, and I have been asked to raise the point.

PRESIDENT: That will have to be referred to the Board of Directors.

A DELEGATE: I would like to inquire if, under a strict interpretation of the clauses now stated in Section 13, providing for the display of the architect's name of the building, after the building has been completed, would not come under the ban.

CHAIRMAN: We will now proceed to a vote on the amendment that No. 12 be adopted as printed, with the change of the word "dignity" for "standard."

The motion was put and carried.

CHAIRMAN: We are therefore ready for a motion that it be adopted as amended.

It was duly moved and seconded that Section 12 be adopted as amended, and, on being put, was duly carried.

Items 13, 14 and 15 were adopted.

MR. DAY: Mr. Pond's committee moves, with respect to No. 16, to insert after the word "law" the words "or unless the architect previously employed fails to press his claim."

CHAIRMAN: We have the use of the word "neglect" here. Is your word "neglect"? "Neglects to press his claim legally"; that is considered as an amendment to the amendment proposed by Mr. Pond.

MR. LITCHFIELD: I move that the amendment to the amendment would consist in striking out the words in the paragraph, "such claim has been referred to arbitration," so that the paragraph would read, "an architect should not undertake a commission while the just claim of a fellow architect, who had previously undertaken it, remains unsatisfied, unless issue has been joined at law." If the client is a private client I grant that the point made by the other members of the Convention, when this question was raised before, is well taken, but, in the matter of a government, or of a corporation, it may well happen that arbitration becomes necessary in defense of these very principles of professional practice; it may happen that the term of the contract only may be under discussion by the corporation, government or committee and the architect, and that arbitration is necessary and advisable to determine the particular points at issue. It seems to me that if this clause is allowed to remain as it stands at present that it penalizes the architect who wishes to protect the interests of the profession. I therefore move you that these words "unless such claim be referred to arbitration" be stricken out.

A DELEGATE: We will have difficulty in determining whether the claim of a fellow-architect is just or not. Will we always be able to tell whether it is a just claim?

CHAIRMAN: I think the committee brought up that point, and they said, whether justly or not, if it had come to the point where it was placed before a lawyer it was time that somebody else should probably attend to the work without waiting until the issue was decided.

MR. POND: It seems to me that the case raised by Mr. Litchfield could not possibly arise under this wording. We have it unless the claim remains unsatisfied. That word "unsatisfied" means there is a conflict; that implies plainly a rupture between the two parties and end of operation, and the only thing that remains is whether he has a claim, and, if so, what, it seems to me, Mr. Litchfield.

PRESIDENT: Unless it meets with the disapproval of the meeting, I will put the amendment to the amendment separately.

MR. POST: I would like to call the attention of Mr. Litchfield and the delegates to the fact that an arbitration is a legal process; that an arbitration is just as much a legal process as a lawsuit; that it makes very little difference whether the words remain in the article or whether they do not remain in the article. I would like to say a few words in regard to the committee's amendment. It would be perfectly practicable for a malicious and ill-tempered architect, if this article were passed exactly as it is printed, if he had a dispute with his client with regard to the work which was contemplated, no matted how far the drawings had been taken by absolutely refusing to resort to any legal measures of redress to prevent that client absolutely from building or from consulting any other architect for an indefinite time. Therefore the committee suggests the addition of the clause, "unless the architect"—substantially—"unless the architect has failed to press his claim legally," meaning either by arbitration or suit.

CHAIRMAN: We will then proceed to a vote—

MR. MAGONIGLE (Interrupting): Mr. Chairman, I hold this whole paragraph implies that it is a claim for money retained as architect of the building, and it seems to me that it is much better as it stands. I think that Mr. Litchfield has in mind a case where an architect wishes to retain his position and his employment as an architect, not the remuneration for his services.

MR. CRAM: I am still not quite satisfied by that word "just," as applied to "claim" in the first line—"while the just claim of a fellow architect," etc. The point has been made, who is to determine whether the claim is just or not? It seems to me it would be possible, if we leave that word "just" in for an architect who wanted to obtain another piece of work to say: "Why, this former architect's claim is unjust, manifestly unjust"; and if we leave that word "just" in we surely must provide some tribunal which is to decide whether the claim is just or not, apart from the courts of law, and that cannot be determined. It seems to me the word "just" should be left out.

MR. COOLIDGE: If discussion is in order, I should like to point out to the Convention that a dispute referred to arbitration is necessarily almost certain to be an agreed settlement than a dispute at law; that if any one of us had an agreement with our client calling for such arbitration, I think we should feel very badly if the existence of such arbitration were an excuse for one of our colleagues to step in and succeed us in our job; it seems to me, on the contrary, that, by leaving out this clause referring to arbitration, we shall make it difficult or impossible, unless we neglect to press our claims for a colleague to supplant us; and that is the position each of us would like to be in. As long as we stand ready to arbitrate, and arbitration can be speedy, it seems to me as though our colleagues should stand aside and give us a chance to arbitrate what we naturally imagine to be our just claim. It is a different case from going to law, where the delays may be particularly prejudicial to the interest of the client, and the case may be, after all, decided against the architect. In this case, it seems to me, that by leaving out the clause referred to, unless such claim has been referred to arbitration, we shall make it clear that we approve of arbitration where a dispute occurs, and that we as architects will not step into the breach to try and get a man's job while his just claim—I mean just *prima facie*, just in the eye; of his colleagues—until it is shown to be unjust and is adjudicated. I hope, therefore, that this amendment will be carried.

MR. POST: In response to the last statement, I would like to make a simple statement in regard to the matter of arbitration, which may, as the opinion of one of the first lawyers in the United States, be of value to the members of the Institute. On one occasion, many years ago, I had a claim for a

balance of \$25,000 on the completion of a very large building, which I had erected, which was constructed for one of the great corporations of the land, and the corporation proposed that the matter should be referred to arbitration. I submitted my case to the head of the bar in the State of New York, and he said: "Mr. Post, by no means let that question go to arbitration. Sue. You will get your money if you sue without any question, but if any individual goes into an arbitration with the representatives of a great corporation, he rarely gets a just reward. The arbitrators lean almost universally to the great corporations." I merely, as a side issue, make this statement for the information of the members present, as the opinion of a man at that time at the head of the New York bar.

CHAIRMAN: I hope you will now let me put the motion. Shall the amendment, "Unless such claim has been referred to arbitration," be adopted or not? Those in favor of striking out the words "Unless such claim has been referred to arbitration" will say Aye; the contrary, No. The Noes appear to have it. Is there a division called for?

(The division was called for.)

CHAIRMAN: Those in favor of striking out "such claim has been referred to arbitration of" will please hold their hands up.

It is obvious that the motion is lost. Therefore the words "such claim has been referred to arbitration" will remain in the amendment.

MR. CRAM: Is it in order now in regard to that word "just"? If I am in order in regard to the retention of the word "just," as applied to "claim"—

MR. POND (Interrupting): That is accepted by the two committees.

MR. CRAM: The omission of the word "just"?

CHAIRMAN: We will proceed to vote upon No. 16, as offered by the committee, striking out the word "just."

MR. CARRERE: This is now on the whole, and I would suggest that Mr. Day read this over again, as amended by the committee.

MR. CARRERE: It may be clear to others, but it is not to me, as it reads now. "An architect should not undertake a commission while the claim of a fellow architect, who had previously undertaken it," etc. I understand that means a claim for compensation—does it not? Then, why not say so?

"While the claim for compensation of a fellow architect." I want to make another point. It goes on and says further, "unless such claim has been referred to arbitration or issue has been joined at law." What happens under this clause if the client, for good and sufficient reasons, discharges his architect? The claim is unsatisfied, but he discharges his architect, and then they are quarreling about the settlement of the bill. Does that prevent the client from employing another architect, and does it prevent him from going ahead on his enterprise? I am asking for information.

MR. POND: The purport of the amendment was the addition of a clause to take care of that, "or unless the architect previously employed neglected to press his claim."

MR. CARRERE: But suppose he does press his claim?

MR. POND: If he does press his claim legally, it is taken care of in the courts, and you employ a new man.

MR. DAY: "Pressed" or "Neglected to be pressed"?

MR. CARRERE: I move an amendment to add "while the claim of a fellow architect for compensation."

MR. POST: It seems to me it would be very objectionable to add the words that Mr. Carrere has suggested—"claim for compensation." There might be hundreds of other claims. He might claim right of continuous employment; he may claim that he has had men in charge of the work and overriding his work. There may be a thousand things which he may claim which would be covered by this article perfectly, and if we simply reduce it to a matter of compensation it weakens its scope enormously.

MR. CARRERE: It is a very dangerous thing for the architect to maintain the client cannot discharge him and employ another architect. It is a client's privilege to employ and to discharge, and we should not go on record for making it difficult for a client to discharge, but we should provide that the discharge should be made in the proper manner.

A DELEGATE: I wish to argue strongly in favor of Mr. Carrere's amendment. When matters have reached that state, it is

due for an architect to demand that he be retained. The compensation is his only recourse, and that compensation should be fixed by a court of arbitration, and the only claim that he could have at that time should be a claim for some sort and size of compensation.

CHAIRMAN: I shall consider that Mr. Carrere's motion has been seconded.

MR. GILBERT: I arise to support the remarks made by Mr. Post. I fear that the gentlemen in discussing this question are inclined to consider it from the viewpoint of their relations to individual clients. The principal enterprises—the largest enterprises that will be undertaken by the members of the Institute—will be those inaugurated by national, State and municipal governments, wherein the authorities temporarily in charge have no personal interest in the same in the sense that an individual client would; that personal friend originally who has perhaps disagreed with you and is willing to separate from you; where, I say, conditions of an official character prevail, where this question might arise, not as between man and man, but as between architect and government, whether it is State, national or municipal. I think, under such circumstances, it might be found that, without calling in an architect, by superposing an engineer, by enlarging the authorities of a superintendent appointed by law, whose duties are not fully defined by law—by many conditions of that kind; by the improper use of the drawings; by imposing conditions that were not contemplated in the contract, but not presented by the terms of the contract; in short, by many conditions other than the question of compensation, and where the relations between the ultimate client, the government, the municipality or the State are paramount to those of the particular individual officer who may be negotiating the proposition, I think it is not wise to put in this matter relating to compensation alone, but to omit those words so that it applies to all and generally—all conditions that may prevail. I think the original motion as provided by the committee is better, and I support Mr. Post.

MR. McCLURE: I ask for information. Under this section which we are considering, what would be the position of an architect if the owner should write him a letter and discharge him, and then call in another?

MR. CARRERE: Mr. Post, the whole paragraph as now amended does not satisfy me, and I think it does not satisfy many of the delegates here present. There is no provision there, no mention at all of the discharge of the architect. I appreciate Mr. Gilbert's point, and it is an important one, but I think that the Institute should not take the position that a client is not at liberty to discharge an architect and to employ another architect, and I think that it is rather implied that until the architect considers himself discharged that another architect is not at liberty to take the commission. Well, the architect has no opinion in the matter. The client discharges, and the architect can persuade; if he has reasons to make legal claims, he can sue, and he can recover his compensation, but how he can hang onto the job I do not see; and this rather implies, or rather gives, the architect the power to interfere with his discharge of the employment of a fellow architect, and to that extent I do not think it is fair or satisfactory.

CHAIRMAN: I should like to ask the Convention whether they would like to make this a special order of business this afternoon?

MR. POND: What would be the procedure by which we might refer this back to the Board of Directors, to be taken up at some future convention?

CHAIRMAN: If the Convention does not object, the Chair will rule that No. 16 demands a special order of business for this afternoon, and will request the committee to offer a substitute for No. 16, to be voted upon by the Convention.

Items Nos. 17, 18 and 19 were then read as amended and adopted.

THE CANONS OF ETHICS.

MR. DAY: Title, "The Canons of Ethics." (The explanatory paragraph was then read printed.)

CHAIRMAN: Is there any comment upon that? It is adopted, if there is no objection.

MR. GILBERT: I move to amend it by striking out the word "imperative" and inserting the word "important."

CHAIRMAN: On what line, Mr. Gilbert?

MR. GILBERT: At the end of the second line, and the begin-

ning of the third line of the preliminary paragraphs.

MR. DAY: The committee will accept that.

CHAIRMAN: The committee will accept that; therefore we will put the motion, that the opening paragraph as amended by Mr. Gilbert will be adopted.

The motion was put and carried.

MR. DAY: Mr. President, as the various numbered canons here appearing follow naturally from things which we have already agreed, I will read them without pausing after each one.

CHAIRMAN: May I ask if you will read them as printed or recommended by the committee?

MR. DAY: The gentlemen prefer to have them read separately, one at a time. We will therefore read that way. "It is unprofessional for an architect: 1. "To engage directly or indirectly in any of the building trades."

MR. POST: I have been requested to raise the question whether the ownership of stock of great manufacturing companies would be under the strict construction of this first paragraph, being indirectly interested in the building trades? For instance, United States Steel stock?

MR. BALDWIN: Without wishing to express discourtesy to Mr. Post, you have been quick. I hold Mr. Post's case secondary to the point I wish to raise. This clause says: "It is unprofessional for an architect to engage directly or indirectly in any of the building trades." Referring to Section 8 of the Principles of Professional Practice, it appears to be admitted that the architect may engage directly or indirectly in any of the building trades, provided he do so with the knowledge of his client.

CHAIRMAN: That seems to make the point perfectly clear.

MR. BALDWIN: It does not.

CHAIRMAN: It says if he has any such interest he shall disclose it to his client.

MR. BALDWIN: Perhaps further elucidation is necessary between building trades and the materials which enter into construction. I would like to ask the committee to explain.

MR. DAY: Mr. Chairman, the committee and the board itself; have you given very careful consideration to this question? It is manifest, answering Mr. Post, that the ownership of stocks in the United States Steel Corporation—

MR. POST (Interrupting): There are hundreds of others.

MR. DAY: Hundreds of others, if you like. It would be perfectly absurd to attempt to apply such a rule to such a case. From that view shed off all the way down, for instance, when a man is one of the few owners of stock in a certain construction company, and draws his specifications in such a way that the work of that construction company is almost necessarily employed in the building. There is no way by which our committee or the board of this Convention can draw a rule which will make a nice line in such cases, and we felt that here we were laying down a rule which, like all such rules, have to be interpreted for specific cases, and you cannot do better than to leave such things to the good sense of your Committee on Practice and your Judiciary Committee, unless somebody can invent a sentence which we have not yet been able to find, the thing had perhaps better be left as it is.

MR. GILBERT: I think that the sentence to invent is not very difficult. I would preface the remark by saying I am not a stockholder in any building corporation, and never have been. I do not know whether I may become so or not. I am interested in a manufacturing enterprise, a very serious one, and I own, inferentially, a very small block of stock of the preferred stock of the United States Steel Corporation, as Mr. Post says, and Mr. Seeler says, and there is no reason why we should not; but the committee has covered the matter admirably in section 8, and it is very easily disposed of. Let it read in this manner: "To engage directly or indirectly in any building trades, except as stated in paragraph 8 of the Circular of Advice." I move that amendment.

The amendment was duly seconded.

A DELEGATE: Does that propose that the two will be published together?

MR. DAY: It will be. This whole document will be published at once.

MR. CARRERE: My objection to Mr. Gilbert's suggestion is that the mandatory causes follow the Canons of Ethics then

(Continued on page 16)

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IT seems worthy of note that the debate resulting from a consideration of the relation of the various chapters of the A. I. A. to the federal body during the recent convention developed important differences of opinion among the delegates. Unquestionably there is much force in the contention of delegates that local conditions render it most difficult in some instances to live up to the Institute schedule of charges. We are nevertheless convinced that the future strength, dignity, prosperity and usefulness of the Institute depends upon uniformity of action and attitude between the parent body and the various chapters. This appears absolutely essential. If in some cases local conditions render impossible the strict enforcement of the A. I. A. schedule, it would be infinitely better for the chapter to issue no schedule for the present, keeping the A. I. A. schedule continually before the public as the just and proper one, pending such time as it can be enforced, than to make pronouncement of any kind at variance with the attitude of the Institute. As stated by Mr. Gilbert, the public is constantly confusing the chapter with the federal body, and any variation in charges or other essential difference would simply add to the confusion. The Institute's influence is immeasurably weakened if a variety of charges are countenanced by the various chapters throughout the country. Its recognition in courts of law as an organization with fixed and just regulations and principles, gained after many years, will be endangered if the practice of issuing various varying schedules is pursued by chapters

whose members are in most instances also members of the A. I. A. The spectacle of an architect in court, who as Institute member sanctioned one code and schedule, and as chapter member another, would scarcely be calculated to impress a judge or jury favorably. To us the matter of unity of purpose, of practice and of attitude on all essential questions seems vital. No other policy will lead to the greatest measure of strength and usefulness. The doctrine of home rule, even extended to that of states' rights, sounds attractive in theory, but it has been amply demonstrated that in practice the greatest strength lies in union, and the more complete and perfect the unity the greater will be the strength. That the matter has been referred to the Board of Directors seems satisfactory, and we trust that body will devise some means whereby the chapters that have not already issued a schedule will be deterred from doing so, and those committed will be influenced to withdraw any utterances in any way conflicting with those of the Institute.

A GENERAL tendency toward the ultimate practice of entrusting to the architect not only the designing of a building proper, but also that of its permanent fittings and the selection or approval of its furnishings, has increased noticeably during recent years. It is, of course, a logical and very proper tendency and one that will inevitably result in buildings presenting greater harmony of interior than has ordinarily obtained under the old régime, in accordance with which the owner, agent or lessee proceeded to dispense with the architect's services soon after the mason work was finished, and supply fittings and furnishings, as happened to strike his fancy, without regard to style, period or general appropriateness. Instances are no longer rare in which architects have absolute charge and direction of every detail in connection with the erection, equipment and furnishing of buildings ready for occupancy by the owners. It is the highly satisfactory results that are bound to attend such a course in the majority of cases that will lead eventually to its general adoption. And it is one that affords an architect greater opportunities—opportunities of completing his picture which he will welcome even though they do carry with them corresponding responsibilities, since an opportunity to complete the picture necessarily offers an equal one of spoiling it.

DUE perhaps to a lack of demand heretofore, comparatively little has been written on the subject of furniture and furnishings (with the possible exception of a few admirable books) that would be of particular aid to the practicing architect. Recognizing the greater importance which the subject assumes by reason of the new order of things, it is our purpose, beginning with this issue, to present monthly articles devoted to this interesting department of the architect's work. The exact form that will be followed is not definitely determined, but the aim and object will be to furnish such material as can be availed of, that is deemed of greatest practical value to the architect. It is realized, however, that this value lies largely in the suggestions offered by illustrations.

(Continued from page 14)

referred to the Advisory causes, and give them to make that mandatory. It seems to me that is not quite logical. It seems to me that the paragraph as it reads is all right—"to engage directly or indirectly in any building trades." I move its adoption as it is.

CHAIRMAN: Do you withdraw your amendment, Mr. Gilbert?

MR. GILBERT: No, I do not withdraw my amendment, and I would like to argue to the amendment, if you please, for just a moment, because I think it is very important. I reiterate the statement that I have no personal concern in the matter. I hope the time may come when I will have a personal concern. Lawyers eminent in the practice of their profession along right lines do not hesitate to enrich themselves by proper means and honest means in acquiring stocks in corporations or engaging in the manufacture or purchase of material, whatever it may be—paper, iron, stone—anything—railroad stocks—and yet those very lawyers, among the very ablest and wisest in our country, are called to the bench, but they do not have to forego their property which they own and dispossess themselves of it in order to be judges on the bench, or to practice their profession with propriety. Suppose an instance of the case before the court over which such a judge would preside. He notifies the litigants that he cannot sit in that case or pass upon questions of that kind. I do not believe the architects of this body will ever wilfully violate that provision in its sphere, but I do not want to narrow it so. I think we cut away from ourselves too many opportunities, and I think what we are trying to cut away is proper use of those opportunities. Is that not right? That is what we are trying to cut away. I believe that some modification of that can be found. I believe Mr. Carrere is right in objecting to my amendment on the ground that it does not apparently bring the Circular of Advice into a part of this Canon of Ethics, but I think that if this is referred again to the committee for report this afternoon that they will probably find the correct wording.

MR. MAGONIGLE: Would it meet the case if this No. 1 were to read as follows: "To engage directly or indirectly in any building trades or to specify for use any building material or device without the knowledge and approval of his client"?

CHAIRMAN: Mr. Magonigle, do you mean to take everything exactly as worded in the Principles or what you will practice instead of referring to it?

MR. MAGONIGLE: I do not propose. It says it is unprofessional for an architect; therefore a revision of the order of the words is necessary, as I read it.

CHAIRMAN: We still have an amendment before us, and the suggestion has been made that these be referred also to the committee to bring before us this afternoon under the special order of business.

MR. GILBERT: That is a motion.

CHAIRMAN: If there is no objection that will be put as a motion, and then can be disposed of thoroughly.

A DELEGATE: Strike out the words "directly or indirectly" so that it will read, "engage in any building trades." That will get over the objection, and each case can be passed upon then as to whether an architect is engaged in the building trades.

CHAIRMAN: If you do not mind, sir, we will put the motion that this be referred to the committee and be made a special order of business this afternoon.

The motion was duly put and carried.

MR. DAY: 2. "To guarantee an estimate or contract by bond or otherwise."

CHAIRMAN: If there is no objection to that it will be adopted.

MR. GILBERT: I do not rise to object. I will have to beg pardon for taking so much time of the Convention, but I would like to inquire how that would be interpreted by this committee, for example, in the case of a State law requiring an architect to give bonds for faithful performance of his duty. I do not think that comes within the purview of this motion, because it says "to guarantee an estimate or contracts."

MR. DAY: 3. "To accept any commission or substantial service from a contractor or from any interested party other than the owner."

CHAIRMAN: Is there any objection to that? There being no objection, it is adopted.

Items Nos. 4 to 12 were then read and adopted by the convention.

The Committee of the Whole did then, on motion, adjourn, and President Gilbert resumed the chair.

On motion of Mr. Boyd the report of the Committee of the Whole was received and referred to the Board, and made a special order of business for the afternoon session.

THE STROZZI PALACE, FLORENCE.

It is gratifying to learn that the late Prince Piero Strozzi has bequeathed to the Italian State, or to the Minister of Public Instruction in that behalf, the Strozzi Palace, for its dedication to some fitting public purpose and maintenance as a national monument, subject to the payment of certain charges upon his estate amounting in all to about 56,000*l*. The palace was built by the eldest Filippo Strozzi, whose portrait, with those of several members of his house, the Prince has left to the communal administration of Florence. The Strozzi Palace, which is almost a twin building, architecturally, with the Riccardi Palace, is one of the most remarkable examples of the stately and severely designed private palaces of the early Renaissance, in which, as Ferguson puts it, the wall takes the place of the columnar order, and the cornice is proportioned to the whole height of the building, and not to an order occupying a portion of the height. The Strozzi cornice is one of the boldest features in Italian Renaissance architecture, projecting nearly 10 feet from the wall surface; a far greater projection than its bed on the wall, which gives rather an unsatisfactory and even alarming appearance in a section of the building. It must, of course, have been tied down in some way, which is not very truthful building; but its grand effect may be held to atone for that. It is satisfactory to think that this grand building is now preserved from possible demolition and become a public monument.—*The Builder*.



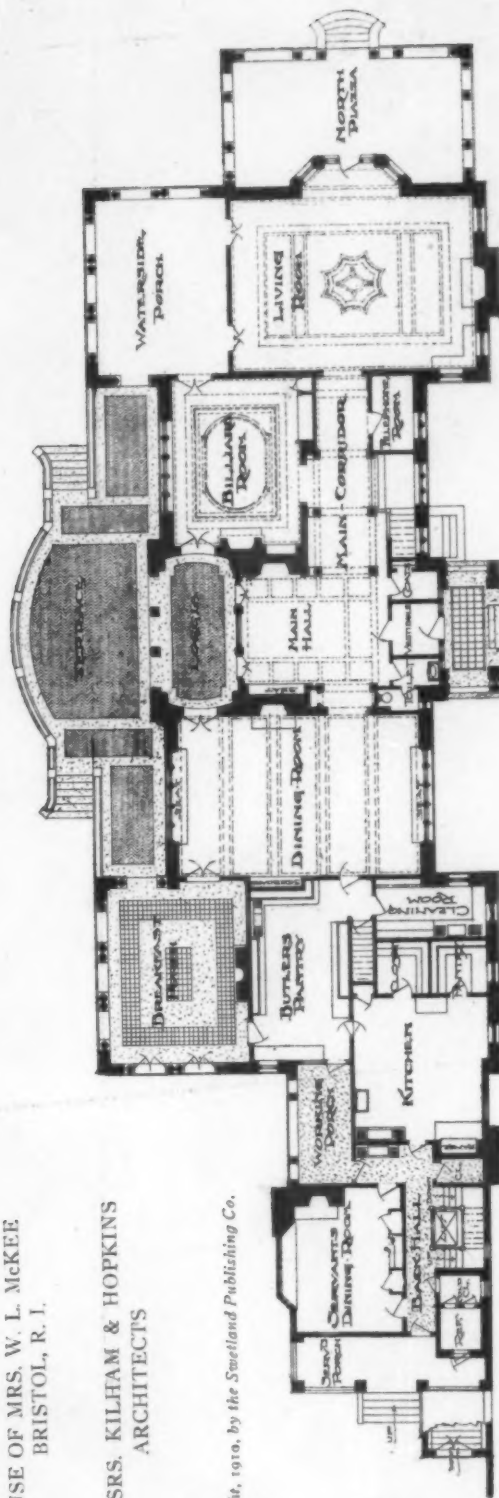


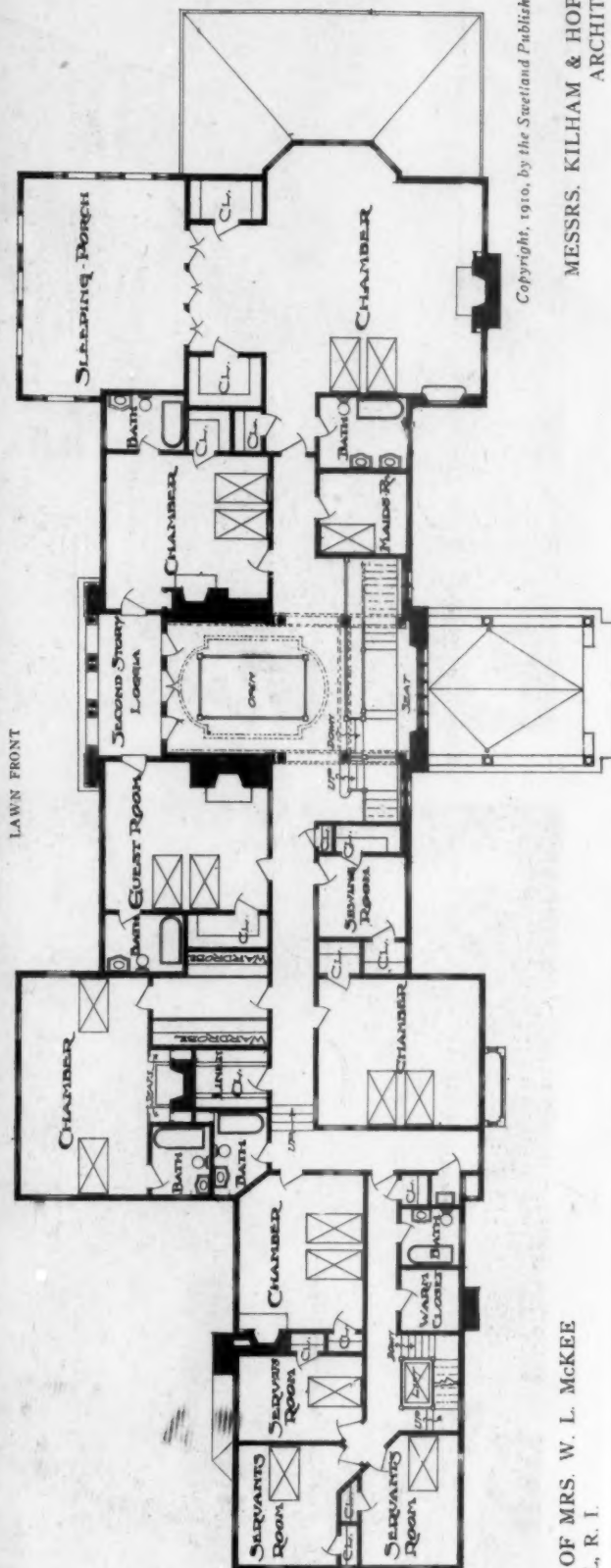
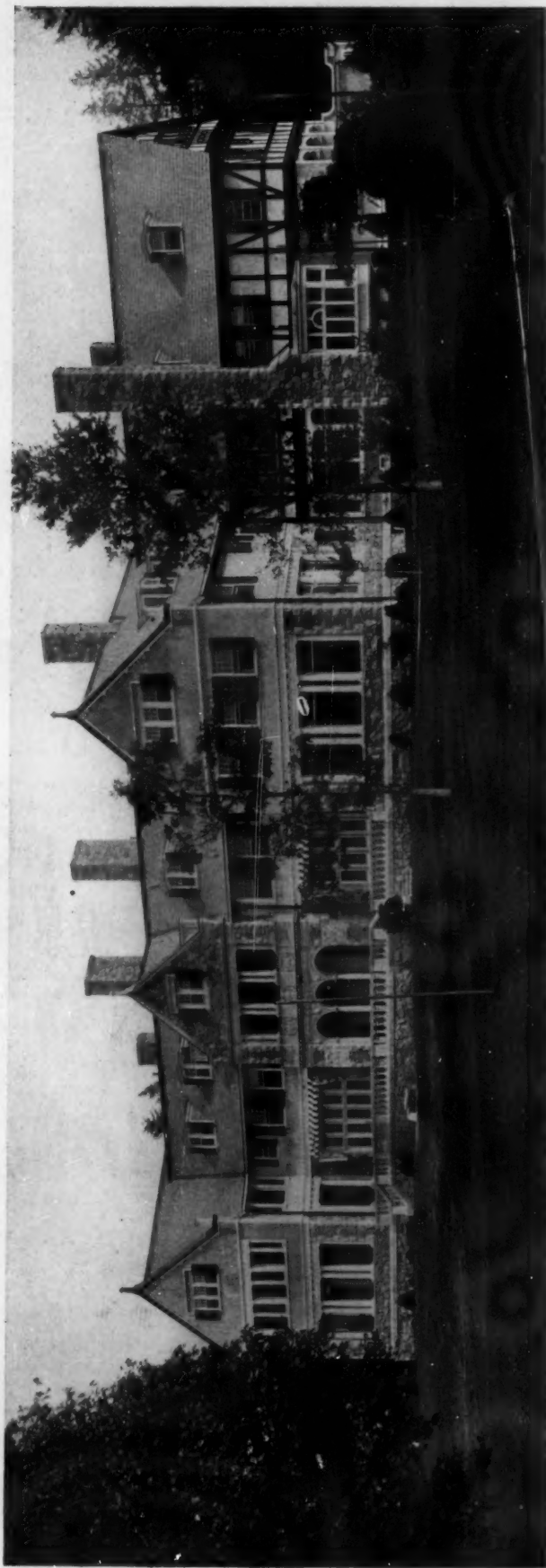
ENTRANCE FRONT

HOUSE OF MRS. W. L. MCKEE
BRISTOL, R. I.

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SERVANTS' WING

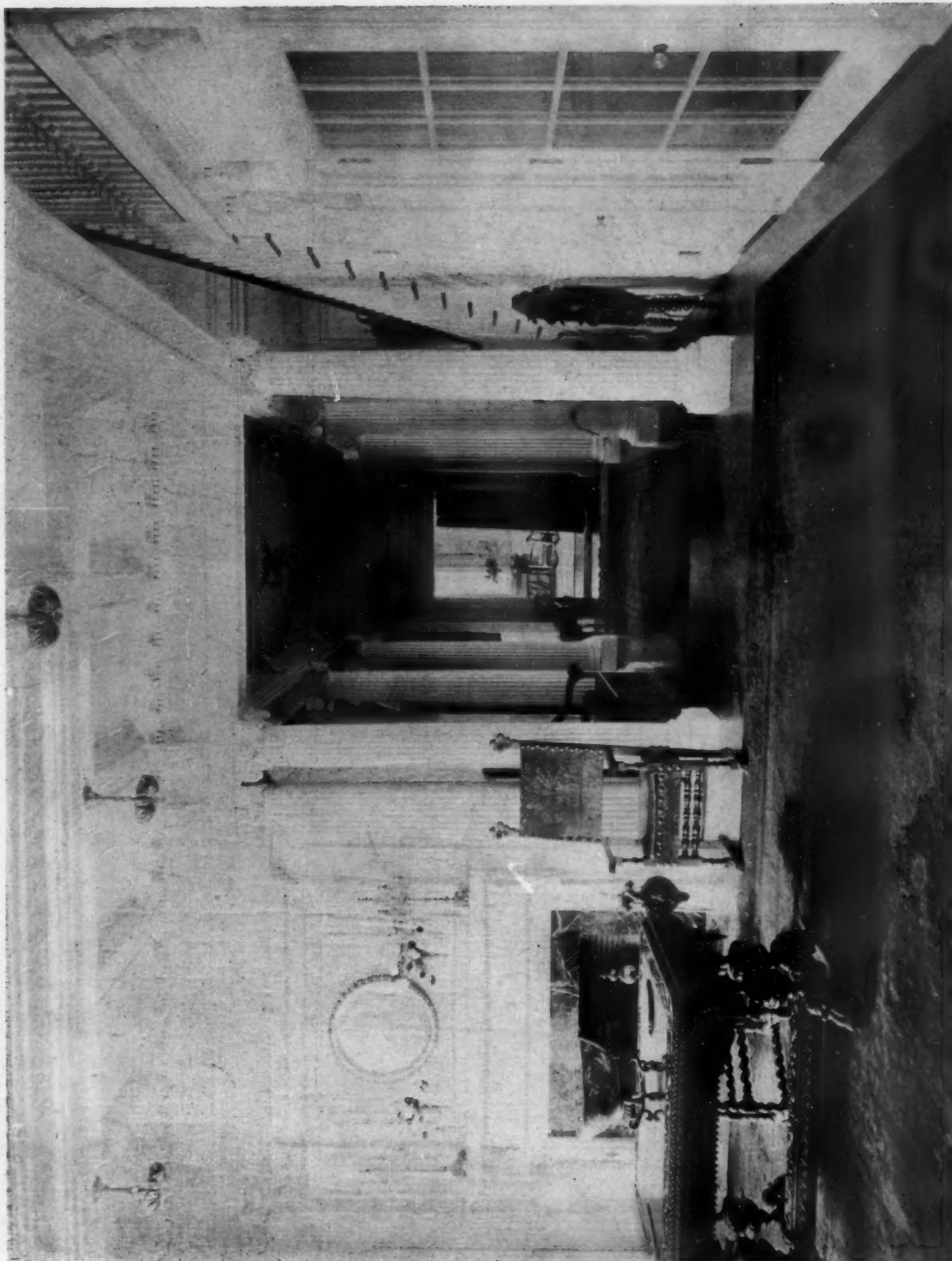


DETAIL OF LOGGIA

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HALL FROM DINING ROOM

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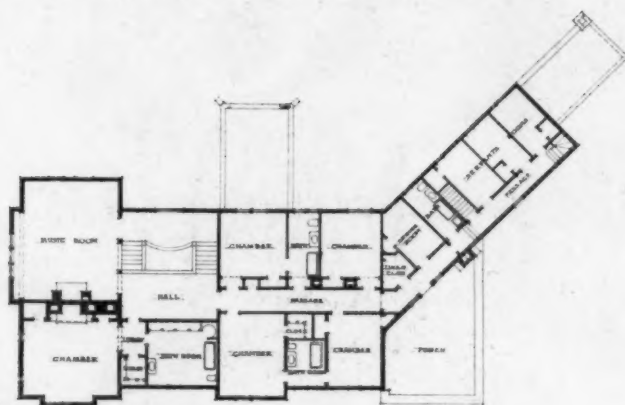


HOUSE FOR W. E. HERING, ESQ.
ABINGTON, PA.

For other illustrations of this house see text.

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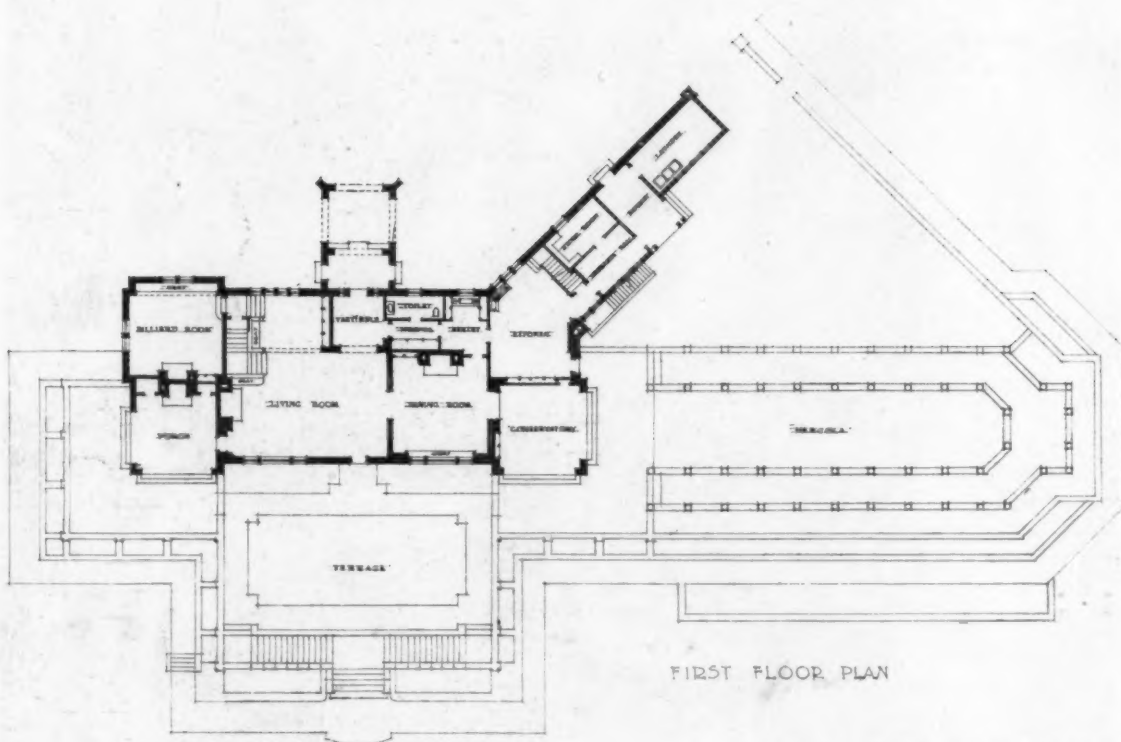
MR. OSWALD C. HERING
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SECOND FLOOR PLAN

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FIRST FLOOR PLAN

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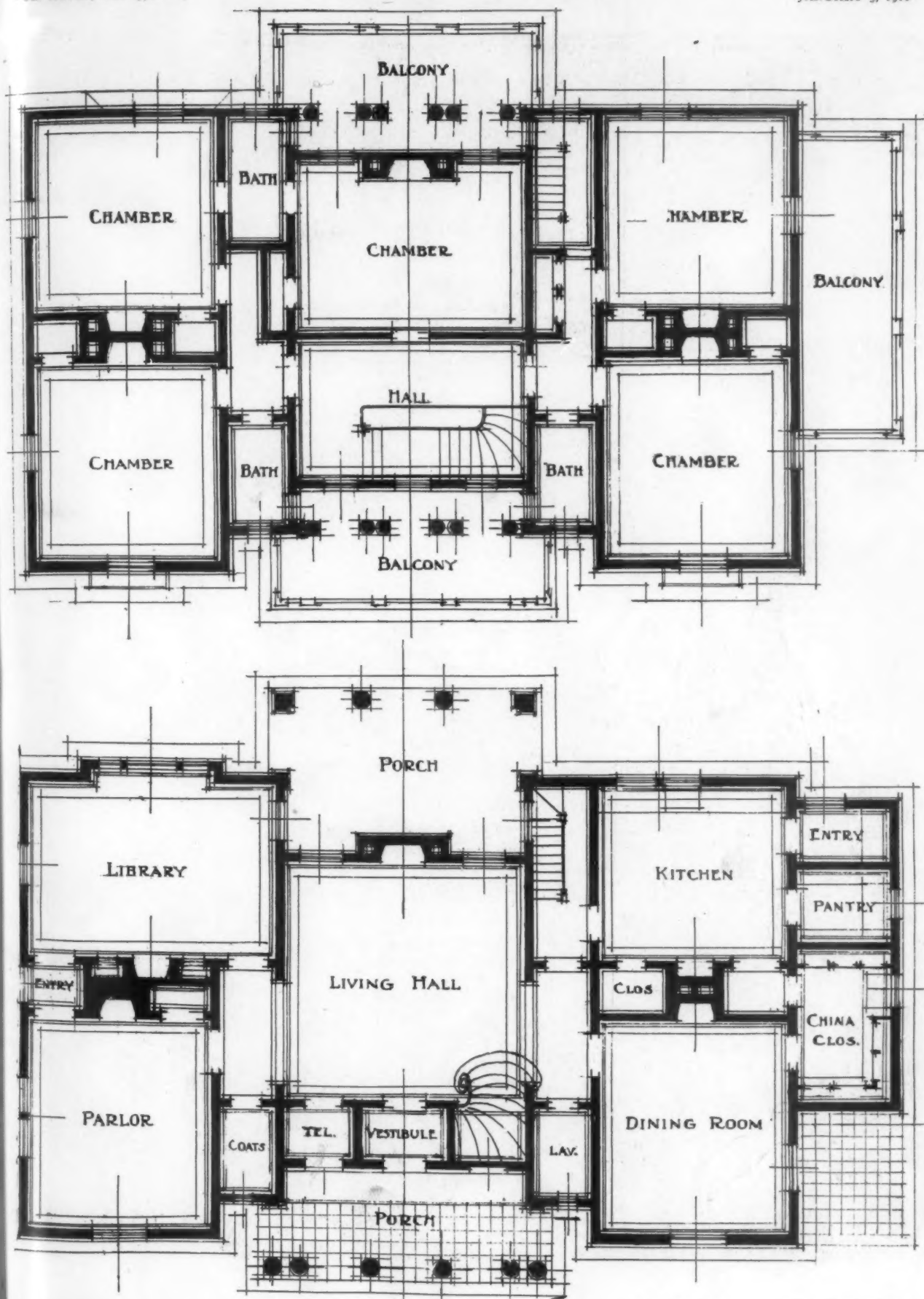


Exterior of this house is of concrete-stucco in delicate cream-tint, with roof of dull red slates. The large Living Hall with fireplace mantel-piece on axis with the main entrance is finished in white, with bookcases lining the walls, and gives access through French windows on either side of the chimney to the western porch. The Parlor and Library on the left of the Living Hall are panelled to the ceiling, the Parlor in ivory white, in combination with soft French-gray landscape tapestried-effect panels above a white wainscot, with gray velvet hangings; the Library in West Indian mahogany with dark green marble fireplace facing, and green hangings to match. Access to the southern tile-paved terrace is given from an entryway between the two rooms. The Dining Room is panelled to the ceiling in quartered oak, with carved English mantel and limestone fireplace, and with leaded glass cabinets on either side of the chimney-piece. The Second and Third Floors are the usual arrangements for master's and guests' rooms with white tiled bathrooms adjacent; servants' bedrooms and bathroom; while a Billiard-Room finished in dark pine and burlap paneling is also provided on the Third Floor.

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LEOMINSTER, MASS.

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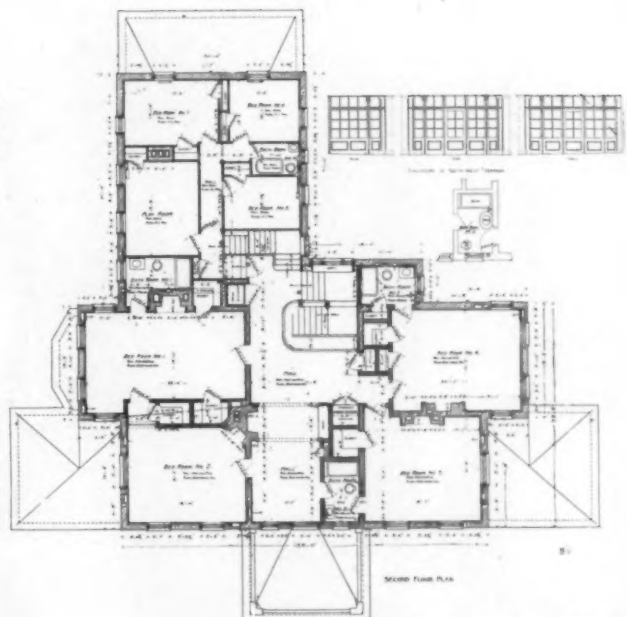


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The exterior walls of this house are of brick with darker headers and Indiana limestone trimming. Roof is of red tile. The woodwork of the halls and staircases is painted white with mahogany doors and handrail. The hall floors are of white French marble mosaic. The drawing room trim is white, the dining and billiard rooms oak and the sitting room mahogany. The floors are of quartered oak.

HOUSE OF JOHN TAYLOR, ESQ.
MILBURN, N. J.

MR. ERNEST GREENE
ARCHITECT



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HOUSE OF JOHN TAYLOR, ESQ.
MILBURN, N. J.

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ARCHITECT



DRAWING ROOM

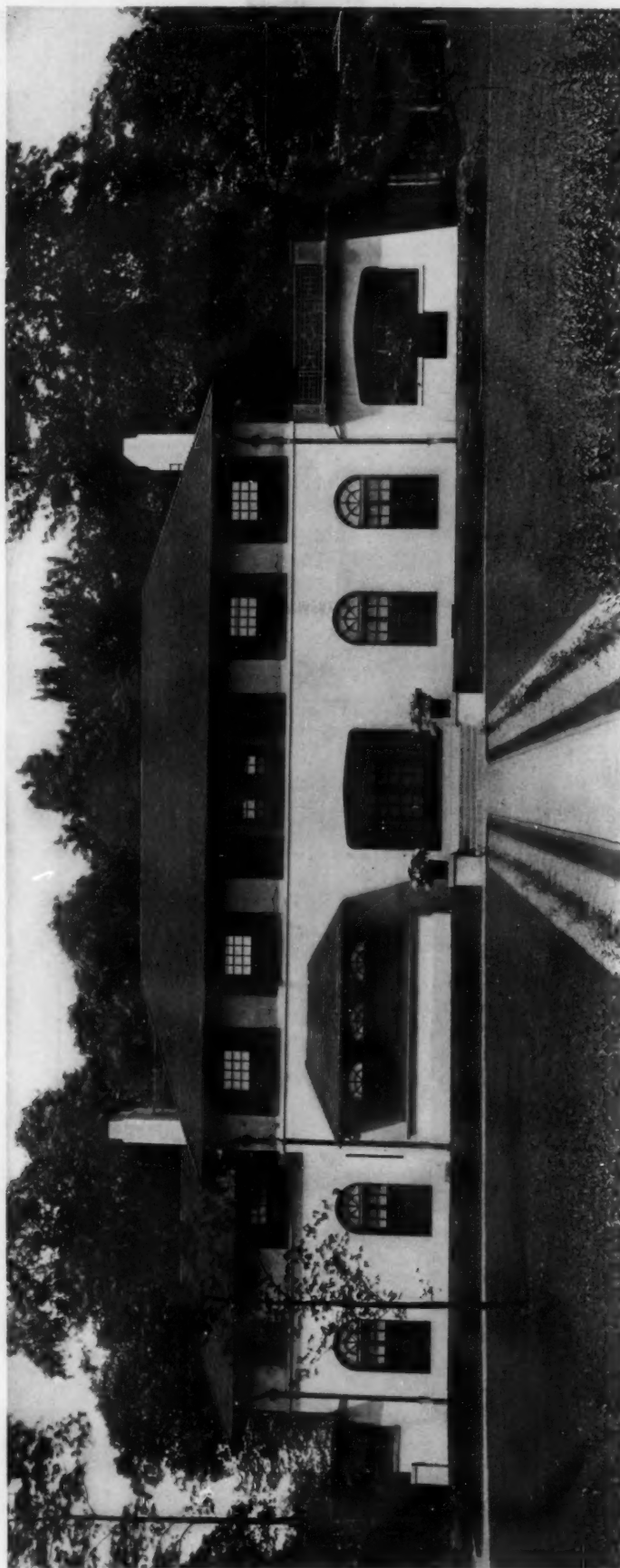


DINING ROOM

HOUSE OF JOHN TAYLOR, ESQ.
MILBURN, N. J.

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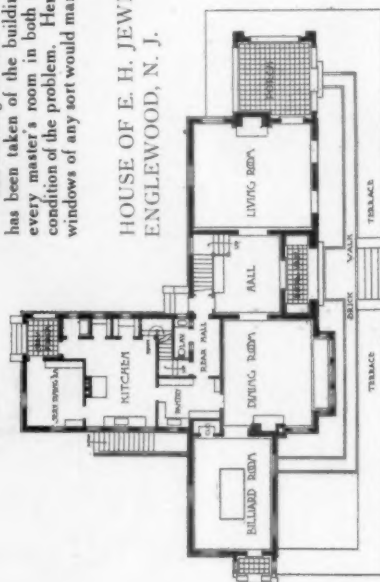
MR. ERNEST GREENE
ARCHITECT



This house is of the Italian villa type of architecture. As the house is a fireproof one and the use of stucco was requested, this style seemed particularly adapted.

The building is fortunate in its situation. It stands out against a background of trees, and in the planning advantage has been taken of the building facing south, to let all the principal rooms have a southern exposure. This is true of every master's room in both the first and second story. A second story sleeping balcony facing the south was also a condition of the problem. Here again the advantage of a two story house may be seen, and the introduction of dormer windows of any sort would mar the otherwise extremely simple lines of the building.

HOUSE OF E. H. JEWETT, ESQ.
ENGLEWOOD, N. J.



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